

EXHIBIT**7**

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

<p>XIONGEN JIAO, an individual, QIANJI JIAO, an individual, ZHONGHUA YI, an individual, PENGFEI ZHOU, an individual, XUAMEI ZHOU, an individual,</p> <p><i>Plaintiffs,</i></p> <p>vs.</p> <p>NINGBO XU, an individual, and LCL COMPANY, LLC, a Texas Limited Liability Company,</p> <p><i>Defendants,</i></p> <p>and</p> <p>DONGTAI INVESTMENT GROUP, LLC, a Texas Limited Liability Company,</p> <p>Nominal Defendant.</p>	<p>Case No.: 4:19-CV-01848</p> <p>Judge: Hon. Keith P. Ellison</p>
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PROOF OF CLAIM

- A. Claimant:** Estate of Michael S. Udayan, Deceased
c/o: Stephanie Clarke Davis, Court-appointed Temporary 3rd Party
Dependent Administrator
1117 FM 359, Ste. 200
Richmond, Texas 77406
281-341-577
stephanie@scdlawpllc.com
- B. Basis for Claim:** Services rendered and expenses incurred by Michael S. Udayan as the Court-Appointed Receiver of Dongtai Investment Group, LLC in SDTX Civil Action No. 4:19-CV-01848, U.S. District Court and/or Michael Udayan's companies; monetary loans plus interest extended to Dongtai Investment Group, LLC by Michael S. Udayan and/or Michael S. Udayan's companies; finder's fees agreement; promissory note.

C. Time Period in Which Claim was Incurred: On or about May 3, 2019 until January 27, 2022

D. Unsecured Creditor Claim (no collateral): Total Approximate Amount of Claim is \$1,197,190.60 for loans extended Dongtai Investment Group, LLC plus interest, reimbursement expenses, salary, court-approved payments, and promissory note (see the attached and incorporated herein as Exhibit "A")

E. Unconfirmed Amounts Recovered from Dongtai: \$758,077.23¹

The detail regarding the recoveries is below and attached and incorporated herein as Exhibit "B".

<u>Date</u>	<u>Name of Entity</u>	<u>Amount</u>	<u>Description</u>
5-29-21	Dongtai Investment Group, LLC	\$41,055.23	Payable to Michael Udayan for Receiver Expenses
5-29-21	Dongtai Investment Group, LLC	\$376,419.00	Payable to FMH Investment for loans
6-22-21	Dongtai Investment Group, LLC	\$10,000.00	Payable to FMH Investment for loans
7-7-21	Dongtai Investment Group, LLC	\$7,500.00	Payable to FMH Investment for Court-approved payments
10-8-21	Dongtai Investment Group, LLC	\$50,000.00	Payable to Michael Udayan as Receiver
10-21-21	Dongtai Investment Group, LLC	\$107,081.00	Payable to FMH Investment for loans
10-29-21	Dongtai Investment Group, LLC	\$150,000.00	Payable to Michael Udayan for Receiver's salary and wages
10-29-21	Dongtai Investment Group, LLC	\$16,022.00	Payable to FMH Investment for utility deposit refund

This Claim has been submitted to the Receiver for Dongtai Investment Group, LLC, Ronald J. Sommers:

Ronald J. Sommers
 Nathan Sommers Jacob, PC
 2800 Post Oak Blvd, 61st Floor
 Houston, Texas 77056
 Via Email: rsommers@nathansommers.com

****Signature on the Following Page****

¹ These are from copies of checks produced by Dongtai. Dependent Administrator has not been able to confirm that such checks have been deposited and cleared.

Respectfully submitted,

SHOWALTER, COLGIN & DAVIS, PLLC

By: *Stephanie Clarke Davis*

Stephanie Clarke Davis
State Bar No.: 24025322
1117 FM 359 Rd., Ste. 200
Richmond, Texas 77406
Telephone: (281) 341-5577
Facsimile: (281) 762-6872
mail@scdlawpllc.com

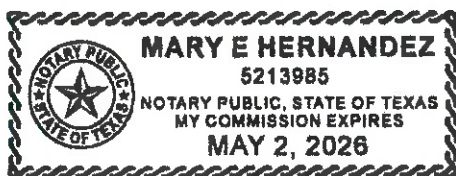
TEMPORARY THIRD-PARTY DEPENDENT
ADMINISTRATOR

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

I, Stephanie Clarke Davis, having been duly sworn, hereby state on my oath that the information contained in the foregoing Proof of Claim, including any attachments, is correct and that the undersigned is authorized to make this claim.

Stephanie Clarke Davis
STEPHANIE CLARKE DAVIS, Court-Appointed
Temporary Third-Party Dependent Administrator

SUBSCRIBED AND SWORN TO BEFORE ME by STEPHANIE CLARKE DAVIS on
February 7th, 2023.



Mary E. Hernandez
NOTARY PUBLIC, STATE OF TEXAS

Stephanie Davis

From: Michael Udayan
Sent: Saturday, April 24, 2021 2:24 AM
To: 'Chintan Sheth'; 'Chintan Sheth'; Nizam Mushtaque
Subject: FW: dongtai court appointed receiver expenses AMERISTAR HOSPITALITY
Attachments: flood insurance.PDF; ax august 8 payment.xls; ac sep 5 payment.xlsx; Dongtai Finance Agreement-IPFS.PDF; aetna invoic.pdf; amex 28-Oct-2020 17-43-22.pdf; payroll expense 28-Oct-2020 17-59-50.pdf; Ameristar Expense.xlsx; amex 28-Oct-2020 17-43-22.pdf; Michael Loans made to Dongtai 29-Oct-2020 16-10-34(1).pdf; Agreement.pdf; document-1c876f196f8f4b553bba89bfd1ba5cf5c6df6205.pdf

Importance: High

From: Michael Udayan
Sent: Thursday, April 15, 2021 1:54 AM
To: Michael Udayan <michael@ameristarhospitality.com>
Subject: FW: dongtai court appointed receiver expenses AMERISTAR HOSPITALITY
Importance: High

From: Michael Udayan
Sent: Wednesday, March 31, 2021 5:31 PM
To: Chintan Sheth <Chintan.Sheth@navikacapital.com>
Subject: FW: dongtai court appointed receiver expenses AMERISTAR HOSPITALITY
Importance: High

From: Michael Udayan
Sent: Wednesday, March 31, 2021 5:26 PM
To: Scot Clinton <sclinton@wcglaw.com>; Sara Prasatik <sprasatik@wcglaw.com>; Randy Lerner <rlerner@wcglaw.com>
Cc: Michael Udayan <michael@ameristarhospitality.com>; Michael Udayan (michael.udayan@gmail.com) <michael.udayan@gmail.com>
Subject: FW: dongtai court appointed receiver expenses AMERISTAR HOSPITALITY
Importance: High

I have nothing to hide and it's all right here....Please find attached the details of my loans to Borrower and several bills paid out of pocket that I was trying to recoup. I do have some additional bills for the expenses incurred during the inspection, security, mold remediation etc. etc. which is not included
The total amount owed is approximately \$585K and is all from my life savings 401 K and several thousand on my Credit cards.

I have opened a claim with the Insurance company and an adjuster will be there tomorrow . I think the claim will be in excess of \$100K and I have a plumbing company coming there as well. If your Client has another vendor they can use or

take over that project which may benefit the Lender, I will be glad to accommodate. I am Honestly on your side and doing my best to protect my Loans and expenses.

Regards

Michael Udayan

From: Michael Udayan
Sent: Wednesday, October 28, 2020 6:59 PM
To: 'Crystal Liu' <cliu@nguyen-chen.com>
Cc: 'Michael Udayan' <michael@ameristarhospitality.com>; 'Chintan Sheth' <capfin.acctng@gmail.com>
Subject: FW: dongtai court appointed receiver expenses AMERISTAR HOSPITALITY
Importance: High

Hi Crystal

Just to clear the air, I have separated the email with Chintan and combined my personal Ameristar expenses and attached all the back up.

I am reviewing everything with what I have and confirm Chintan's submittal. I apologize for this lengthy process but it is very hard to get Up to date information due to Hotel closure.

Regards

Michael

From: Michael Udayan
Sent: Wednesday, October 28, 2020 6:38 PM
To: Michael Udayan <michael@ameristarhospitality.com>
Subject: FW: dongtai court appointed receiver expenses

From: Michael Udayan
Sent: Monday, October 26, 2020 12:49 PM
To: Michael Udayan <michael@ameristarhospitality.com>
Subject: FW: dongtai court appointed receiver expenses

From: Nizam Mushtaque
Sent: Thursday, September 10, 2020 6:13 AM
To: Michael Udayan <michael@ameristarhospitality.com>; Chintan Sheth <capfin.acctng@gmail.com>
Cc: Michael.udayan@gmail.com
Subject: dongtai court appointed receiver expenses

STATE OF TEXAS PROMISSORY NOTE

1. THE PARTIES. On July 11th 2019, Dongtai Investment Group of Dontai Investment Group, 9090 Southwest Freeway, Houston, Texas, 77074 with Qianju Jiao acting as an Officer, referred to as the "Borrower",

HAS RECEIVED AND PROMISES TO PAY:

Ameristar Hospitality Group of Ameristar Hospitality , 2245 Texas Drive Suite 300, Sugar Land, Texas, 77479 with Michael Udayan acting as President, referred to as the "Lender", the sum of \$250,000.00 US Dollars, referred to as the "Borrowed Money", with interest accruing on the unpaid balance at a rate of 14.99 percent (%) per annum, referred to as the "Interest Rate", beginning on July 11th 2019 under the following terms and conditions:

2. PAYMENTS. The full balance of this Note, including any accrued interest and late fees, is due and payable on October 11th 2019, referred to as the "Due Date". The Borrowed Money shall be repaid via installments under the following terms:

Payments can be made as often as needed, however, the balance is due in full no later than 11:59 p.m. central on January 11th, 2019.

If the Lender does not receive payment on-time for any installment there shall be a one-time late payment fee assessed to each specific late payment equal to two-hundred fifty dollars (\$250.00). No matter how late the payment is made this late fee may only be charged once per occurrence.

In addition, money that is not paid by the Borrower on-time for any installment will continue to be charged the Interest Rate stated in this Note.

3. SECURITY. This note shall be secured under the following:

The Borrower agrees to provide Company Shares Equivalent in dollars to the amount borrowed, referred to as the "Security", which shall transfer to the possession and ownership of the Lender IMMEDIATELY in the event Borrow defaults under this Note. The Security may not be sold or transferred without the Lender's consent during the course of this Note. If the Borrower materially breaches this provision, Lender will give Borrow thirty (30) days to cure, and if not cured, Lender may declare all sums due under this Note immediately due and payable, unless prohibited by applicable law.

If the Borrower defaults under this Note the Lender shall have the right to obtain ownership and possession of the Security. The Lender shall have the sole-option to accept it as full payment for the Borrowed Money without further liabilities or obligations. If the market value of the Security does not exceed the Borrowed Money, the Borrower shall remain liable for the balance due while accruing interest at the maximum rate allowed by law.

4. INTEREST DUE IN THE EVENT OF DEFAULT. In the event the Borrower defaults, the unpaid principal shall accrue interest at the maximum rate allowed by law until the Borrower is no longer in default.

5. ALLOCATION OF PAYMENTS. Payments shall be first credited to any late fees due, then to interest due and any remainder will be credited to principal.

6. PREPAYMENT. Borrower may prepay this Note without penalty.

7. ACCELERATION. If the Borrower is in default under this Note or is in default under another provision of this Note, and such default is not cured within thirty (30) days after written notice of such default, then Lender may, at its option, declare all outstanding sums owed on this Note to be immediately due and payable.

This includes rights of possession to the Security mentioned in Section 3.

8. ATTORNEYS' FEES AND COSTS. Borrower shall pay all costs incurred by Lender in collecting sums due under this Note after a default, including reasonable attorneys' fees. If Lender or Borrower sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.

9. WAIVER OF PRESENTMENTS. Borrower waives presentment for payment, notice of dishonor, protest and notice of protest.

10. NON-WAIVER. No failure or delay by Lender in exercising Lender's rights under this Note shall be considered a waiver of such rights.

11. SEVERABILITY. In the event that any provision herein is determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

12. INTEGRATION. There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by a written agreement signed by Borrower and Lender.

13. CONFLICTING TERMS. The terms of this Note shall have authority and precedence over any conflicting terms in any referenced agreement or document.

14. NOTICE. Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be made to the parties at the addresses listed below.

15. GUARANTORS. jqianju jqianju, referred to as the "Guarantor", agrees to the liabilities and obligations on behalf of the Borrower under the terms of this Note. If the Borrower does not make payment, the Guarantor shall be personally responsible and is guaranteeing the payment of the principal, late fees, and all accrued interest under the terms of this Note.


16. EXECUTION. The Borrower executes this Note as a principal and not as a surety. If there is a Co-Signer, the Borrower and Co-Signer shall be jointly and severally liable under this Note.

17. GOVERNING LAW. This note shall be governed under the laws in the State of Texas.

18. DISPUTE RESOLUTION. Any and all disputes arising under this Agreement will first be resolved by mandatory non-binding mediation. If mediation fails, the Parties agree to arbitrate their dispute with the American Arbitration Association with one sole arbitrator. The arbitration proceeding will be held in Harris County and the AAA's procedural rules shall govern.

With my signature below, I affirm that I have read and understand this promissory note.

Borrower's Signature _____



7/21/2019

Dongtai Investment Group with Qianju Jiao, acting as an Officer

Lender's Signature _____

Ameristar Hospitality Group with Michael Udayan acting as President

Guarantor's Signature _____

 7/21/2018

ALLOCATION OF INSURANCE PROCEEDS AGREEMENT

THIS ALLOCATION OF INSURANCE PROCEEDS AGREEMENT ("AGREEMENT") is made and entered into as of this [date] (the "Effective Date") by and between MICHAEL UDAYAN as the Court-Appointed Receiver of Dongtai Investment Group, LLC ("RECEIVER") and DONGTAI INVESTMENT GROUP, LLC'S MEMBERS- Qianju Jiao ("QJ"), Jiatong Yu ("JY"), and Pengfei Zhou ("PZ"), (collectively "MEMBERS"), via said MEMBERS' authorized Agent/Member Representative QJ ("MEMBERS' AGENT"). Receiver and Members' Agent shall each be individually referred to as a ("Party"), and collectively referred to as the ("Parties").

WITNESSETH

WHEREAS, Dongtai is a limited liability corporation formed under the laws of the State of Texas. Dongtai's rightful members QJ, JY, and PZ own 100% interest in Dongtai. In SDTX Civil Action No. 4:19-CV-01848, U.S. District Court Judge Hon. Keith P. Ellison appointed Michael Udayan as Dongtai's Court-Appointed Receiver as set forth in the Court's Orders;

WHEREAS, On or around August 26, 2017, the Crowne Plaza Hotel ("the Hotel"), owned and operated by Dongtai, sustained substantial storm-related damage and loss as a result of Hurricane Harvey. The loss was covered under Dongtai's insurance policy ("Policy") which was in effect from May 30, 2017 to May 30, 2018. On September 18, 2017, Dongtai filed an insurance claim with insurance company ("Insurers") as a result of the covered losses under the Policy;

WHEREAS, On January 10, 2018, the Insurers sent correspondence to Dongtai wrongfully denying Dongtai's insurance claim in its entirety. As a result of the Insurers wrongful conduct and refusal to issue full and fair payment for the covered loss as rightly owed under the Policy, Dongtai has and continues to sustain damages and injury;

WHEREAS, In the Spring of 2018, Dongtai commenced an arbitration action against the Insurers under the Policy's arbitration clause ("Claim"). The hearing for the arbitration is set for late September 2021;

WHEREAS, The Receiver and the Members anticipate either settling the Claim with Insurers or receiving an award from the arbitrators for the Claim, the Parties hereby enter into this Agreement to govern the allocation of any settlement or award proceeds associated with the Claim;

NOW, THEREFORE, The Receiver and the Members via Member's Agent, intending to be legally bound, agree as follows as to the allocation of any and all Claim proceeds:

1. **Allocation of any and all Claim proceeds:**

- A. Payment shall first be fully made to attorneys McClenny Moseley & Associates and Nguyen & Chen, LLC in accordance with each firm's respective Engagement/Retainer Agreements;
- B. The Receiver shall use up to \$930,000.00 of the Claim proceeds to make timely payment to all remaining creditors of Dongtai including payment to Michael Udayan for services rendered as Receiver ("Remaining Creditors") as set forth in Exhibit "A".¹ The Receiver affirms and warrants that there are no other creditors of Dongtai other than those set forth in Exhibit "A". The Receiver shall defend and indemnify the Members from any and all creditors if the Receiver fails to carry out his duties in timely rendering payment under 1A and 1B. The Receiver shall defend and indemnify the Members from any and all creditors if the amount Dongtai owes to its Remaining Creditors exceeds \$930,000.00²; and
- C. After Payment is rendered under 1A and 1B, the Receiver shall then tender payment of the remaining Claim Proceeds to the Members by wiring said proceeds to Members' counsel's IOLTA account where said funds shall be disbursed to Members in accordance with the Members' written disbursement instructions signed by all the member and sent to Member's counsel.

2. **Time of the Essence**

Time is of the essence to the performance of the Parties' obligations under this Agreement.

3. **Multiple Counterparts**

This AGREEMENT may be executed in several counterparts, all of which taken together shall constitute one single AGREEMENT between the Parties.

4. **Agreement Binding on Successors**

This AGREEMENT shall be binding upon and shall inure to the benefit of the Parties hereto, their heirs, administrators, successors and assigns.

5. **Waiver**

No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this AGREEMENT.

¹ In the event the Receiver is able to negotiate favorable terms with the unsecured creditors and is able to certify and warrant that the amount of the Claim proceeds used to make timely payment to all remaining creditors of Dongtai including payment to Michael Udayan for services rendered as Receiver ("Remaining Creditors") as set forth in Exhibit "A" is \$750,000.00 or less, the Shareholders agree to pay the Receiver \$50,000.00 out of the \$180,000.0 saved as a bonus with the remaining \$130,000.00 going to the Shareholders as set forth in Paragraph 1C.

² Neither the Receiver nor the Shareholders believe that the Lender, the Buyer, Ningbo Xu or his attorney have any viable or rightful claims to assert against any insurance proceeds.

6. Severability

If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the AGREEMENT.

7. Integration

This AGREEMENT and the attached Exhibits contains the entire understanding between the Parties with respect to its subject matter and supersedes all previous negotiations, agreements or understandings between the Parties, whether written or verbal. This AGREEMENT may not be amended or modified, except in writing and executed by duly authorized representatives of the Parties.

8. Authority

The Parties acknowledge they have read this AGREEMENT and its attendant exhibits and executed it for the stated consideration as their free and voluntary act. The Parties further expressly represent the signatories to the AGREEMENT and its attendant exhibits are fully authorized to enter into and execute this AGREEMENT and bind the Parties to its terms and conditions. The Parties have had the opportunity to be represented by competent, experienced counsel in regard to this AGREEMENT including throughout all negotiations which preceded the execution of this AGREEMENT, and this AGREEMENT is made and entered into by the Parties knowingly and willingly.

[SIGNATURES ON NEXT PAGE]

Signatures

EXECUTED as of the date first listed above.

IN WITNESS WHEREOF, this Agreement has been duly executed by or on behalf of the Parties as of its Effective Date.

The Receiver

Date: 7/28/2021 _____

By: Michael Udayan

Title: The

Receiver _____ Dongtai _____

Signature: *Michael Udayan*

MEMBERS' AGENT ON MEMBERS BEHALF

Company:

Date: _____

By: _____

Title: _____

Signature: _____

Total outstanding expenses due for Dongtai Investments to be paid from Sale Proceeds			
Name of Vendor	Final Payoff on closing date	Disbursement from Sale proceeds	Disbursement from Insurance proceeds
Property Care Services	\$14,500	\$14,500	\$0
Total American Express payment past due	\$78,148.81	\$78,148.81	\$0.00
Loans From FMH Investment Through August 28, 2020	\$501,000.00	\$393,919	\$107,081.00
Dongtai Court Appointed receiver expenses (Michael expenses property)	\$41,055.23	\$41,055.23	\$0.00
City of Houston Water past dues	\$57,180.51	\$25,000	\$32,180.51
Centerpoint Gas	\$13,491.00	\$-	\$13,491.00
Capital Hospitality & Accounting Services	\$30,255.69	\$30,256	\$0.00
Amerisafe Security June 16-July31 2020	\$7,250.00	\$7,250	\$0.00
Elevator Fix (2 of them)	\$100,000.00	\$75,000.00	\$25,000.00
Juan Varga United Air Services	\$5,700.00	\$5,700.00	\$0.00
Total	\$848,581.24	\$696,328.73	\$177,752.51

Made settlement offer through attorney No response Reserved Amount In Insurance f

Total outstanding expenses due for Dongtai Investments to be paid from the insurance claim			
Name of Vendor	Final Payoff on closing date	Disbursement from Sales Proceeds	Disbursement from Insurance proceeds
NG Energy Current Electricity Provider	\$36,000	\$30,000	\$30,000
IHG Franchise & other bills bill by IHG current with late fees	\$130,943.57	\$-	\$130,943.57
Satisfaction services professional fees	\$1,427.28	\$142	\$0.00
MP2 Electricity Bill past due January & February 2020	\$29,059.11	\$29,059.11	\$29,059.11
Green Mountain Energy Electricity until 9/16/2020	\$72,048.00	\$52,048	\$52,048
PPP FEDERAL GOVERNMENT LOAN	\$335,835.00	\$-	\$336,236.27
Royal Cup Coffee settled @ 10%	\$2,013.56	\$210.00	\$0.00
Supply Works	\$4,610.78	\$0	\$0.00
Guest supply	\$12,500.00	\$2,500	\$0.00
HD Supply	\$13,071.00	\$1,307	\$0.00
Mueller Water (contract water softening February-July 2020)	\$2,505.20	\$2,505.00	\$0.00
Comcast phone hotel	\$2,278.81	\$-	\$0.00
Comcast sales office and front desk Internet and fax phone	\$2,408.04	\$-	\$0.00
ATT Global Internet opera	\$694.74	\$-	\$694.74
Republic Waste (Garbage Waste Removal)	\$1,682.14	\$-	\$1,682.14
Plant Interscape	\$13,438.00	\$1,343.80	\$0.00
Ecolab Pest control	\$5,032.61	\$-	\$0.00
US Foodservice	\$6,058.84	\$1,514	\$0.00
Golden Malted Waffle	\$3,753.25	\$-	\$3,752.00
Booking.com	\$8,055.97	\$-	\$8,055.99
Agoda Commission reservations	\$1,046.16	\$-	\$1,046.00
United Imaging (Front desk Ink cartridge)	\$412.97	\$-	\$0.00
HP Computer leases (Feb & July 2020)	\$3,740.19	\$-	\$0.00
Safety Net Access	\$2,580.39	\$-	\$0.00
Oracle contract fees (June 28 2020 renewal)	\$11,457.90	\$-	\$0.00
Dongtan Innvestment Group Receiver Salary	\$150,000.00	\$-	\$150,000.00
Reluburment Of Associate payroll & expense reports submitted	\$4,900.00	\$4,900.00	\$0.00
Suretech (plastic room keys)	\$219.50	\$219.50	\$0.00
Liquid Waste Solutions (Grease trap and lint removal)	\$1,161.47	\$0.00	\$1,161.47
Primary Fire Services (Inspection alarm, smoke detector & Ansol)	\$6,704.50	\$-	\$6,704.04
Airgas	\$861.40	\$-	\$861.00
Total	\$866,500.38	\$14,641.45	\$752,244.33
	\$848,581	\$656,128.00	\$177,752.51
	\$1,715,081.62	\$670,759.45	\$929,997

Made settlement offer through attorney No response Reserved Amount In Insurance f

Made Settlement Offer Repeatedly via Phone and email No response Reserved

Made settlement offer through attorney No response Reserved Amount In Insurance f

Made settlement offer through attorney No response Reserved Amount In Insurance f

final number as of 6/19/2021

Settled with Vendor

Account has been written off by Vendor

Settled with Vendor

Settled with Vendor

The Account has been Written off

The Account has been Written off

Unable To Reach anyone despite repeated attempts Reserved Amount In Insurance f

Unable To Reach anyone despite repeated attempts Reserved Amount In Insurance f

Settled Paid ACH have all Documentation

Account has been written off

Settled mailed Check

Repeatedly tried to get a hold of someone with no response Reserved Amount In Insurance f

Repeatedly tried to get a hold of someone with no response Reserved Amount In Insurance f

Repeatedly tried to get a hold of someone with no response Reserved Amount In Insurance f

No lease was ever signed so we do not owe this money

Cannot get a hold of anyone. The account is most likely written off. This was a monthly service

This Renewal lease was never signed since hotel closed on March 25th 2020 We Do not owe this

Reached out A/R and they want me to write this letter of explanation with backups. Sent everything. No response

Offered a settlement but have had no response Reserved Amount In Insurance Proceeds

Called and left several messages Reserved Amount In Insurance Proceeds

Proceeds

Proceeds
Amount In Insurance Proceeds

Proceeds
Proceeds

Proceeds
Proceeds

Proceeds
Proceeds
Proceeds

Reserved

[illegible]

Total outstanding expenses due for Dongtal Investments		Amount	Notes for back up	Crystal notes
Name of Vendor				
Harris County Property Taxes 2019		\$379,719.00	This is as of June 30, 2020. As of now what	Amount may more than this.
Harris County Property Taxes 2020		\$175,000.00	This is estimated number for 2020	We do not have Doc because too early.
Texas State Comptroller (Total due State Hotel occ tax)- Feb & March		\$21,294.89	Attachment 2	We need update this #
City of Houston Occupancy Tax (Jan-March 2020)		\$37,772.86	Attachment 3	We need update this #
Harris County Occupancy Tax (Jan-March 2020)		\$23,120.16	Attachment 4	We need update this #
IHG Franchise & other bills bill by IHG current with late fees		\$130,943.57	Attachment 5	This is only update to Sep, 2020. What is Payable?
Total American Express payment past due		\$78,148.81	Attachment 7	
Loans From FMH Investment Through August 28, 2020 less Interest		\$450,000.00	Attachment 6 & 6a	Got it. Flaxiable with intrast.
Dongtal Court Appointed receiver expenses (Michael expenses property)		\$70,865.23	Michael to provide	Got it. Until 10/31/2020
Satisfaction services professional fees		\$1,427.28	Attachment 8, 8a & 8B	TBD
Commission to seller		\$625,000.00	Michael to provide	Needs update
MP2 Electricity Bill past due January & February 2020		\$29,059.11	Attachment 9	This will change since the Offer price is higher
Green Mountain Energy Electricity until 9/16/2020		\$72,048.00	Attachment 10	needs update
City of Houston Water past dues		\$48,057.00	Attachment 16	Needs update
Centerpoint Gas		\$8,173.67	Attachment 11	This is update until 10/2020
PPP FEDERAL GOVERNMENT LOAN		\$341,750.00	As per the PPP Loan documents	This is until OCT, 2020
Royal Cup Coffee		\$2,013.56	Attachment 12	Why I saw # is \$341,750? Please check it. How much we need pay back?
Supply Works		\$4,610.78	Attachment 12 - Word Document	
Guest supply		\$2,965.75	Attachment 12	
HD Supply		\$13,071.00	Attachment 13	
Mueller Water (contract water softening February-July 2020)		\$2,505.20	Attachment 14	
Comcast phone hotel		\$2,278.81	Attachment 15	This is update until 09/2020
Comcast sales office and front desk Internet and fax phone		\$2,408.04	Attachment 17	This is update until 10/2020
ATT Global Internet opera		\$694.74	Attachment 18	Needs update, this is Aug, 2020
Republic Waste (Garbage Waste Removal)		\$1,682.14	Attachment 19	needs update, this is July, 2020
Liquid Waste Solutions (Grease trap and lint removal)		\$1,161.47	Attachment 20	I changed #, Please check it. Also needs update , this is July, 2020
Plant Interscape		\$6,180.06	Attachment 21	This is until 09/2020
Ecolab Pest control		\$5,032.61	Attachment 22	
Primary Fire Services (inspection alarm, smoke detector & Ansol)		\$6,704.50	Attachment 23	
Firesafe Services (Repairs smokes detectors)		\$3,197.94	Attachment 24	They said they can talk price
US Foodservice		\$6,058.84	Attachment 25	
Golden Malted Waffle		\$3,753.25	Attachment 26	
Capital Hospitality & Accounting Services		\$30,255.69	Crystal you already have the paperwork for the same , there is no discount. Accounting	
Booking.com		\$8,055.97	system is down	
Agoda Commission reservations		\$123.60	Attachment 27	Please give us Payable info
United Imaging (Front desk ink cartridge)		\$412.97	Attachment 28	This is paid online via the portal. Mailing address is in Netherlands
			Attachment 29	
Suretech (plastic room keys)		\$219.50	Crystal you already have the paperwork for the same , there is no discount. Accounting	
HP Computer leases (Feb & July 2020)		\$3,740.19	system is down	
Safety Net Access		\$2,580.39	Attachment 31	needs update
Admiral Insurance Group		\$3,943.38	Attachment 33	Please give us Payable info
Amerisafe Security June 16-July31 2020		\$5,520.00	Attachment 32	
M3 bill 3 months amy-July 2020		\$2,471.73	Attachment 34	needs update
Medical Aetna Insurance		\$7,928.29	Attachment 35	Last Available
Vision Dental Insurance		\$463.00	Attachment 36	Last Available
Oracle contract fees (June 28 2020 renewal)		\$11,457.90	Attachment 37	Please give us Payable info
Elevator Fix (2 of them)		\$100,000.00	Attachment 38	Please give us Payable info
Lander DOC		\$9,214,372.00	Attachment 41	Please give us Payable info
			Attachment 42	They said they not like on property
			Attachment 40	They said they will foreclose the property
Total		\$0	\$11,949,242.88	

WITHOUT PPP LOAN AMOUNT

(\$341,750)

\$11,607,492.88

\$11,607,492.88

Net Operating cost for Nov & Dec

\$150,000

TOTAL

\$11,757,492.88

Total Offered \$10,800,000

Insurance Payments \$2,700,000

Total Net : \$13,500,000

\$13,500,000

Liabilities:

11,757,493

Net for Partnership

\$1,742,500

Provisions to pay Attorneys 7 % is Included in the Insurance payment

Provisions to Partners is In Insurance Payment

No Provision for Promissory Payment To Ameristar. I have taken out the interest and

need a firm assurance on payment today please

\$451,000 + \$70, 865= \$520,865

it was all si

Total outstanding expenses due for Dongtai Investments to be paid from Sale Proceeds		
Name of Vendor	Final Payoff on closing date	Disbursement from Sale proceeds
Total American Express payment past due	\$78,148.81	\$ 78,148.81
Loans From FMH Investment Through August 28, 2020	\$501,000.00	\$ 376,419.00
<i>Dongtai Court Appointed receiver expenses (Michael expenses pro</i>	\$41,055.23	\$ 41,055.23
City of Houston Water past dues	\$57,180.51	\$ 57,180.51
Centerpoint Gas	\$11,496.51	\$ 11,496.51
Capital Hospitality & Accounting Services	\$30,255.69	\$ 30,255.69
Amerisafe Security June 16-July31 2020	\$6,520.00	\$ 3,000.00
Elevator Fix (2 of them)	\$100,000.00	\$ 75,000.00
Juan Vargas	\$2,700.00	\$ 2,700.00
Sergio Aguilar Balance Payroll from Feb-20	\$3,000	\$3,000
Property Care Services	\$16,250	\$6,250
Robert caltabiano Expense Report from Jan through March 20	\$1,907.71	\$1,907.71
Ameripride Construction Company	\$7,500	\$7,500
Various Utility Companies	\$146,000	\$36,000
FMH Investment Group For Loans to assist in sales & renova	\$39,562	\$0
	\$1,042,576.46	\$ 729,913.46

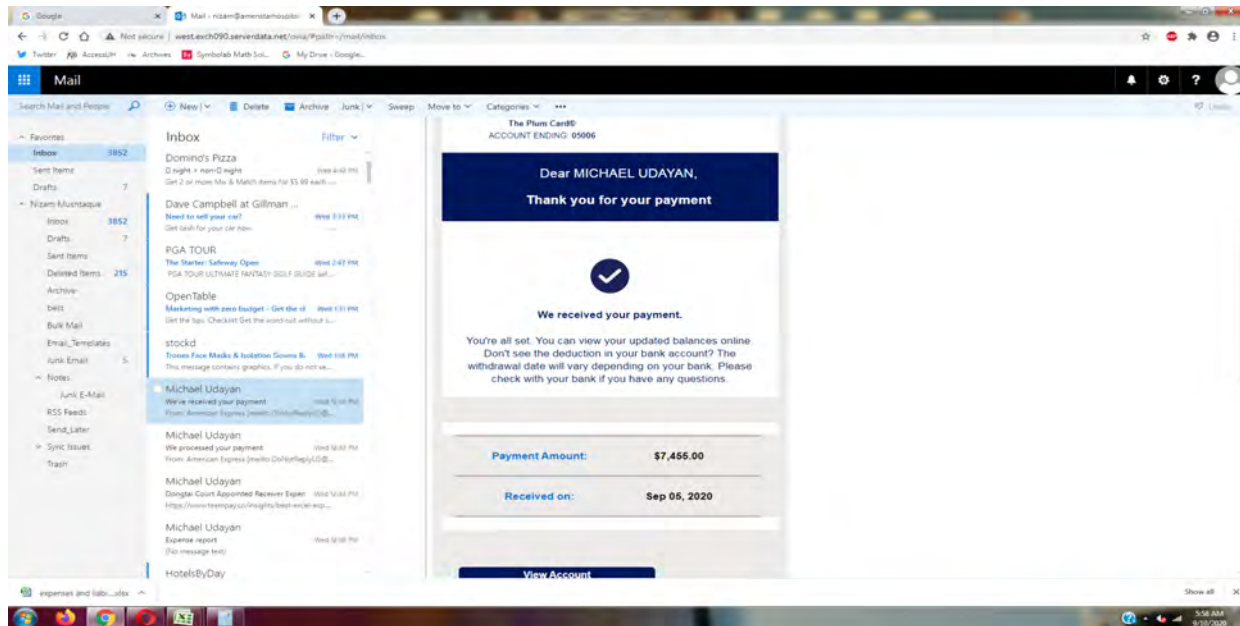
Total outstanding expenses due for Dongtai Investments to be paid from Sale Proceeds	
Name of Vendor	Final Payoff on closing date
Harris County Property Taxes 2019 & 2020	\$692,754.00
Texas State Comptroller (Total due State Hotel occ tax)- Feb & March	
City of Houston Occupancy Tax (Jan-March 2020)	\$37,772.86
Harris County Occupancy Tax (Jan-March 2020)	\$25,045.00
Mold Inspections	\$5,000.00
Mold Inspections Garbage Removal Expenses	\$2,400.00
Total American Express payment past due	\$78,148.81
Loans From FMH Investment Through August 28, 2020	\$501,000.00
<i>Dongtai Court Appointed receiver expenses (Michael expenses property)</i>	
Commission to seller	\$590,000.00
City of Houston Water past dues	\$57,180.51
Centerpoint Gas	\$11,496.51
Liquid Waste Solutions (Grease trap and lint removal)	\$1,161.47
Primary Fire Services (Inspection alarm, smoke detector & Ansol)	\$6,704.50
Firesafe Services (Repairs smokes detectors)	\$3,197.94
Capital Hospitality & Accounting Services	\$30,255.69
Suretech (plastic room keys)	\$219.50
Amerisafe Security June 16-July31 2020	\$6,520.00
Elevator Fix (2 of them)	\$100,000.00
Lander DOC	\$9,666,000.00
Juan Vargas	\$2,700.00
Total	\$11,866,162.17

Dongtai Investment Group**General Ledger Activity Detail**

From 1/1/2017 to 2/23/2020 for Ledger Accounts 2290.000 to 2290.000

Show accounts with no activity if beginning balance is not zero

Account #	Account Name		Detail Description	Debit	Credit JEID	Invoice No	Source
Post Date	Invoice	Reference					
2290.000	Loan Payable - Michael Udayan						
5/3/2019		Deposit Loan from Michael			14,000.00 2019-05-0343		CMDP
5/7/2019		Deposit Loan from Michael			26,000.00 2019-05-0341		CMDP
5/13/2019		Reclass			40,000.00 2019-05-0473		JEMN
5/13/2019		Correcting reclass	40,000.00		2019-05-0475		JEMN
5/13/2019		Correcting reclass	40,000.00		2019-05-0475		JEMN
5/22/2019		reclass	40,000.00		2019-05-0474		JEMN
6/3/2019		Deposit loan from Michael			40,000.00 2019-06-0337		CMDP
7/5/2019		Deposit Loan from Michael			65,000.00 2019-07-0307		CMDP
7/11/2019		Deposit Loan from Michael			29,000.00 2019-07-0305		CMDP
7/26/2019		Deposit Loan from Michael			40,000.00 2019-07-0303		CMDP
8/6/2019		Deposit Loan from Michael			10,000.00 2019-08-0262		CMDP
8/16/2019		michael loan repaid	10,000.00		2019-08-0481		JEMN
8/20/2019		Deposit Loan from Michael			65,000.00 2019-08-0410		CMDP
9/5/2019		correcting reclass			150,000.00 2019-09-0081		JEMN
12/31/2019		Credit card payment done by Michael Personal Card			45,987.79 2019-12-0420		JEMN
					10,000.00		
1/7/2020		Deposit Loan from Michael			47,352.00 2020-01-0398		CMDP
Total for Account #2290.000			130,000.00		551,987.79		
Beginning Balance 0.00			Ending Balance -421,987.79		Net Change -		





AETNA
Attn: Billing Statement Dist
P.O. BOX 67103
Harrisburg PA 17106
*011775*J2B7USA*040269*97928438-1002 (1)

*****MIXED AADC 773
2879 1 MB 0.439 12
DONGTAI INVESTMENT DBA CROWNE PLAZA SUITES
HEATHER UDAYAN
9090 SOUTHWEST FREEWAY
HOUSTON TX 77074-1503



Prepared Date: 06/15/20
Invoice Number: H8499535
Triad Number: S51C
Account Number: 97928438
Bill Package: 1002
Coverage Period: 07/01/20-07/31/20
Payment Due Date: 07/01/20

SUMMARY OF ACCOUNT:	
Opening Balance	\$18,810.73
Paid Date 05/29/20 Payment ID: 000000000110	\$9,500.00
Total Payments Received Since Last Invoice	\$9,500.00
Current Inforce Charges	\$8,780.46
Retroactivity Charges	\$(1,312.90)
Current Admin/Other Adjustment Charges	\$0.00
Current Net Charges	\$7,467.56
AMOUNT DUE:	\$16,778.29

\$7928.29

Total amount due includes the premium due to your health plan, as well as any service fee you are paying your broker as outlined in the executed billing and collection agreement. Please refer to your copy of the billing and collection agreement for details. If you have any questions, please contact your Account Manager.

Important Notice to Insured Customers - - Please Read: The total amount is due on the first day of the monthly coverage period. If the total amount is not received by the end of the grace period, the contract will be terminated. You will be liable for the total amount due for all periods of coverage (including the grace period) unless you provide at least 30 days of advance written notice of your intent to terminate. If you have more than one invoice, you must pay each invoice separately or supply support detailing the amount to apply to each invoice. If you fail to supply this support your payment will be applied proportionately to each invoice for that month. If the total amount due for all invoices is not received, you may be in arrears on all invoices, and subject to termination.

Billing Questions? Contact Plan Sponsor Services at 866-899-4378

Detach & return with payment in the enclosed envelope.

Please include your invoice number and/or account number on your check. Thank you for your business.



Please make checks payable to:

AETNA
P.O. BOX 804735
CHICAGO, IL 60680 - 4108

Prepared Date: 06/15/20
Invoice Number: H8499535
Triad Number: S51C
Account Number: 97928438
Bill Package: 1002
Coverage Period: 07/01/20-07/31/20

Please Pay By	Amount Due
July 01, 2020	\$16,778.29

☐ Check Box for Change of Address. See Reverse.

08 S51C 0000000097928438 1002 H8499535 00001677829 7

20200616 11775
J2B7USA
Env [2.8/9] 1 of 3 B 1

20200616 11775 J2B7USA



Prepared Date: 06/15/20
 Invoice Number: H8499535
 Triad Number: S51C
 Account Number: 97928438
 Bill Package: 1002
 Coverage Period: 07/01/20-07/31/20

DONGTAI INVESTMENT DBA CROWNE PLAZA SUIT

CURRENT INFORCE CHARGES

Empl Name	Empl ID	Family Code	Medical		Total
			*Type	Amount	
Aguilar, Sergio	xxxxx3319	1	0025	656.45	\$656.45
			0106	0.00	
Caltabiano, Robert	xxxxx5215	1	0023	1,024.41	\$1,024.41
			0106	0.00	
Jimenez, Delfina	xxxxx1489	1	0023	1,024.41	\$1,024.41
			0106	0.00	
Mushtaque, Nizam	xxxxx7185	1	0025	656.45	\$656.45
			0106	0.00	
Reyes, Celia	xxxxx6801	1	0025	656.45	\$656.45
			0106	0.00	
Rosales, Antonia	xxxxx7683	1	0025	656.45	\$656.45
			0106	0.00	
Ruiz, Elvira	xxxxx9246	1	0023	1,024.41	\$1,024.41
			0106	0.00	
Udayan, Michael	xxxxx8725	2	0023	2,057.02	\$2,057.02
			0106	0.00	
Wang, Yanting	xxxxx5806	1	0023	1,024.41	\$1,024.41
			0106	0.00	
Total Due for above Coverages				\$8,780.46	\$8,780.46

*See Plan Key

Prepared Date: 06/15/20
Invoice Number: H8499535
Triad Number: S51C
Account Number: 97928438
Bill Package: 1002
Coverage Period: 07/01/20-07/31/20

RETROACTIVITY CHARGES/CREDITS

Empl Name	Empl ID	*Trans	Eff Date	Mths Imp	Medical		Total
					*Type	Amount	
Hernandez, Luis	xxxxx5712	T	04/30/20	2	0025	(1,312.90)	\$ (1,312.90)
					0106	0.00	
Total Due for above Coverages						\$ (1,312.90)	\$ (1,312.90)

Current Admin/Other Adjustments	Date	Amount	Remarks
Total Admin/Other Adjustments		\$0.00	
Total Retroactivity/Admin/Other Adjustments			\$(1,312.90)

J2B7USA
20200616 11775
20200616B09 JE81
Env [2,879] 3 of 3 B 1

ENCLOSURE

Ameristar Hospitality Group LLC

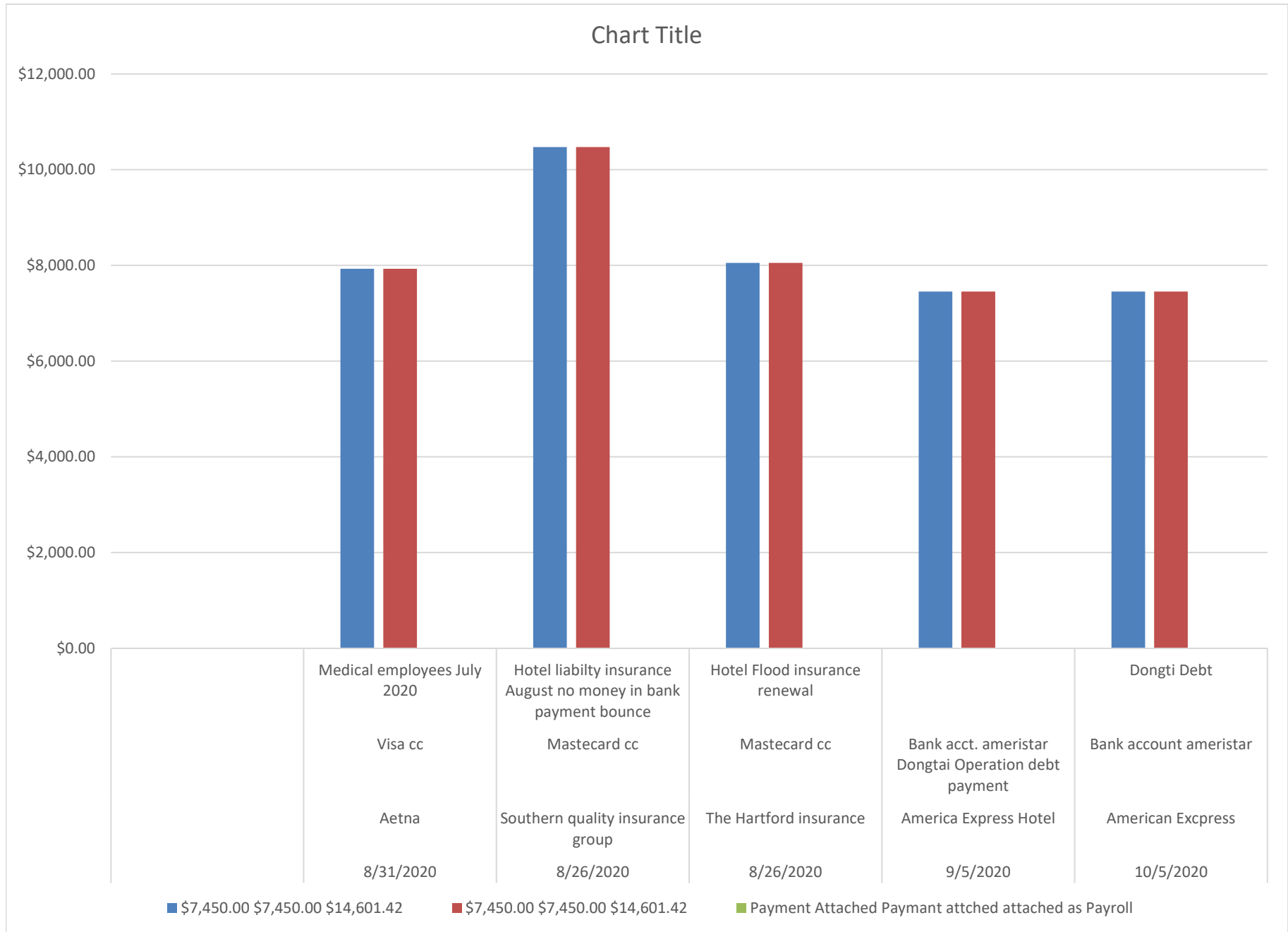
2245 Texas Dr Suite # 300


Sugar Land Texas 77478

Dongtai Court Appointed receiver expenses

10/2/8/2020

[illegible]



 Menu
Today, Oct 28, 2020

AMERICAN EXPRESS

Log Out

 **Payments** must be submitted by 8:00 p.m. MST to be posted with today's date  -05006

Pay by Computer Terms & Conditions

Make a Payment

Payment History

✓ Oct 18, 2020	Paid	\$7,455.00
----------------	------	------------

BANK ACCOUNT
ending in -6520

METHOD

Rep

CONFIRMATION

R3990

STATUS

This payment has been posted to your account.

> Sep 05, 2020	Paid	\$7,455.00
> Aug 16, 2020	Paid	\$7,455.00
> Aug 08, 2020	Returned	

 Chat



INVOICE

Cleaning & Restoration Services
6101 Maple Street
Houston, Texas 77074
(713) 777-7700
Website: www.mundae.com
Email: info@mundae.com

Invoice NO. 3633
Date Sat Mar 20 2021

Client Details:

Crown Plaza Hotel
9090 Southwest Freeway
Houston, Texas, 77074
(281) 673-8679
carlos@ameristarhospitality.com

Billing Details:

Crown Plaza Hotel
9090 Southwest Freeway
Houston, Texas 77074
(281) 673-8679
carlos@ameristarhospitality.com

Description	QTY	Price	Amount
Mold Inspection for Crown Plaza Hotel. A Texas licensed mold assessment consultant will perform a visual inspection using tools of trade and collect air samples for mold analysis. Once results come in we will complete our limited mold report and send to responsible party.	1.00	5000.00	5000.00
Sub total			5000.00
Tax			0.00
Tax Rate			0.000%
Total			5000.00
Balance			0.00

Terms

By paying the due balance on invoices provided, the Customer hereby acknowledges that all requested service items for this date and/or any other dates listed above in the description section of the table, have been performed and have been tested showing successful satisfactory repair, unless otherwise stated on the invoice, in which labor service charges still apply if any repairs have been made. By accepting this invoice, the Client agrees to pay in full the amount listed in the Total section of the invoice. Mundae Cleaning & Restoration Services will not be responsible for any testing/re-testing costs unless otherwise stated on the invoice. Mundae Cleaning & Restoration Services will perform work only on the areas quoted and noted on the mold remediation protocol. In the event of additional areas, items or services to be performed, Mundae Cleaning & Restoration Services will submit a new quote for the additional areas, item or services to be performed. 3% convenience fee will be applies to all credit payments

Notes

Thank you for your business!

Signature

Signed By

Signed

A handwritten signature in black ink, appearing to be a stylized 'M' or 'W'.

Crown Plaza Hotel

Sat Mar 27 2021 05:38 pm

3522 THOMASVILLE RD.
STE 400
TALLAHASSEE, FL 32309
(855)891-2621 FAX: (800)808-8784
CUSTOMER SERVICE: (855)891-2621

PREMIUM FINANCE AGREEMENT

IPFS CORPORATION

A	CASH PRICE (TOTAL PREMIUMS)	\$124,144.95
B	CASH DOWN PAYMENT	\$39,726.38
C	PRINCIPAL BALANCE (A MINUS B)	\$84,418.57

AGENT (Name & Place of business) SOUTHERN QUALITY INSURANCE GROUP 1400 RAVELLO DRIVE, SUITE N150 KATY, TX 77450 (281)647-6904 FAX:	INSURED (Name & Residence or business) Dongtai Investment Group LLC 9090 Southwest Freeway Houston, TX 77074 (281)910-5856
---	--

Commercial

Account #: _____

LOAN DISCLOSURE
Additional Policies Scheduled on Page 3

Quote Number: 12310551

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 6.980%	FINANCE CHARGE The dollar amount the credit will cost you. \$2,474.18	AMOUNT FINANCED The amount of credit provided to you or on your behalf. \$84,418.57	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled \$86,892.75
--	---	---	---

YOUR PAYMENT SCHEDULE WILL BE

Number Of Payments 9	Amount Of Payments \$9,654.75	When Payments Are Due Beginning: MONTHLY 06/30/2020
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ITEMIZATION OF THE AMOUNT FINANCED: THE
AMOUNT FINANCED IS FOR APPLICATION TO THE
PREMIUMS SET FORTH IN THE SCHEDULE OF
POLICIES UNLESS OTHERWISE NOTED.

Security: Refer to paragraph 1 below for a description of the collateral assigned to Lender to secure this loan.

Late Charges: A late charge will be imposed on any installment in default 10 days or more. This late charge will be 5.00% of the installment due.

Prepayment: If you pay your account off early, you may be entitled to a refund of a portion of the finance charge in accordance with Rule of 78's. See the terms below and on the next page for additional information about nonpayment, default and penalties.

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY	SCHEDULE OF POLICIES INSURANCE COMPANY AND GENERAL AGENT	COVERAGE	MINIMUM EARNED PERCENT	POL TERM	PREMIUM
PENDING	05/30/2020	PALOMAR SPECIALTY INSURANCE COMPANY	PROPERTY	80.00%	12	101,739.00 Fee: 1,050.00
Broker Fee:						\$0.00
TOTAL:						\$124,144.95

The undersigned insured directs IPFS Corporation (herein, "Lender") to pay the premiums on the policies described on the Schedule of Policies. In consideration of such premium payments, subject to the provisions set forth herein, the insured agrees to pay Lender at the branch office address shown above, or as otherwise directed by Lender, the amount stated as Total of Payments in accordance with the Payment Schedule, in each case as shown in the above Loan Disclosure. The named insured(s), on a joint and several basis if more than one, hereby agree to the following provisions set forth on pages 1 and 2 of this Agreement: **1. SECURITY:** To secure payment of all amounts due under this Agreement, insured assigns Lender a security interest in all right, title and interest to the scheduled policies, including (but only to the extent permitted by applicable law): (a) all money that is or may be due insured because of a loss under any such policy that reduces the unearned premiums (subject to the interest of any applicable mortgagee or loss payee), (b) any unearned premium under each such policy, (c) dividends which may become due insured in connection with any such policy and (d) interests arising under a state guarantee fund. **2. POWER OF ATTORNEY:** Insured irrevocably appoints its Lender attorney-in-fact with full power of substitution and full authority upon default to cancel all policies above identified, receive all sums assigned to its Lender or in which it has granted Lender a security interest and to execute and deliver on behalf of the insured documents, instruments, forms and notices relating to the listed insurance policies in furtherance of this Agreement.

NOTICE: A. Do not sign this agreement before you read it or if it contains any blank space. B. You are entitled to a completely filled in copy of this agreement. C. Under the law, you have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge. D. Keep your copy of this agreement to protect your legal rights.

The undersigned hereby warrants and agrees to Agent's Representations set forth herein.

Signature of Insured or Authorized Agent

DATE

Signature of Agent

DATE

4. AGREEMENT EFFECTIVE DATE: This Agreement shall be effective upon the earlier of (a) the date when written acceptance is mailed to the insured by Lender and (b) three working days following Lender's receipt of a properly signed and completed Agreement unless such Agreement has been returned by Lender to the agent/broker within such period. **5. DEFAULT AND DELINQUENT PAYMENTS:** If any of the following happens insured will be in default: (a) a payment is not made when it is due, (b) a proceeding in bankruptcy, receivership, insolvency or similar proceeding is instituted by or against insured, or (c) insured fails to keep any promise the insured makes in this Agreement; provided, however, that, to the extent required by applicable law, insured may be held to be in default only upon the occurrence of an event described in clause (a) above. The acceptance by Lender of one or more late payments from the insured shall not estop Lender or be a waiver of the rights of Lender to exercise all of its rights hereunder or under applicable law in the event of any subsequent late payment. **6. CANCELLATION:** Lender may cancel the scheduled policies after providing at least 10 days notice of its intent to cancel or any other required statutory notice if the insured does not pay any installment according to the terms of this Agreement or transfers any of the scheduled policies to a third party and the unpaid balance due to Lender shall be immediately due and payable by the insured. Lender at its option may enforce payment of this debt without recourse to the security given to Lender. **7. CANCELLATION CHARGES:** If cancellation occurs, the insured agrees to pay a finance charge on the outstanding indebtedness at the maximum rate authorized by applicable state law in effect on the date of cancellation until the outstanding indebtedness is paid in full or until such other date as required by law. **8. INSUFFICIENT FUNDS (NSF) CHARGES:** If insured's check or electronic funding is dishonored for any reason, the insured will pay to Lender a fee of \$30.00 or the maximum amount permitted by law. **9. MONEY RECEIVED AFTER CANCELLATION:** Any payments made to Lender after Lender's Notice of Cancellation of the insurance policy(ies) has been mailed may be credited to the insured's account without any obligation on the part of Lender to request reinstatement of any policy. Any money Lender receives from an insurance company shall be credited to the balance due Lender with any surplus refunded to whomever is entitled to the money. In the event that Lender does request a reinstatement of the policy(ies) on behalf of the insured, such a request does not guarantee that coverage under the policy(ies) will be reinstated or continued. Only the insurance company has authority to reinstate the policy(ies). The insured agrees that Lender has no liability to the insured if the policy(ies) is not reinstated and Lender may charge a reinstatement fee where permitted up to the maximum amount allowed by law. **10. ASSIGNMENT:** The insured agrees not to assign this Agreement or any policy listed hereon or any interest therein (except for the interest of mortgagees or loss payees), without the written consent of Lender, and that Lender may sell, transfer and assign its rights hereunder or under any policy without the consent of the insured, and that all agreements made by the insured hereunder and all rights and benefits conferred upon Lender shall inure to the benefit of Lender's successors and assigns (and any assignees thereof). **11. INSURANCE AGENT OR BROKER:** The insured agrees that the insurance agent or broker soliciting the policies or through whom the policies were issued is not the agent of Lender; and the agent or broker named on the front of this Agreement is neither authorized by Lender to receive installment payments under this Agreement nor to make representations, orally or in writing, to the insured on Lender's behalf (except to the extent expressly required by applicable law). As and where permissible by law, Lender may compensate your agent/broker for assisting in arranging the financing of your insurance premiums. If you have any questions about this compensation you should contact your agent/broker. **12. FINANCING NOT A CONDITION:** The law does not require a person to enter into a premium finance agreement as a condition of the purchase of insurance. **13. COLLECTION COSTS:** Insured agrees to pay attorney fees and other collection costs to Lender to the extent permitted by law if this Agreement is referred to an attorney or collection agency who is not a salaried employee of Lender, to collect any money insured owes under this Agreement. (Not applicable in KY) **14. LIMITATION OF LIABILITY:** The insured agrees that Lender's liability to the insured, any other person or entity for breach of any of the terms of this Agreement for the wrongful or improper exercise of any of its powers under this Agreement shall be limited to the amount of the principal balance outstanding, except in the event of Lender's gross negligence or willful misconduct (not applicable in KY). Insured recognizes and agrees that Lender is a lender only and not an insurance company and that in no event does Lender assume any liability as an insurer hereunder or otherwise. **15. CLASSIFICATION AND FORMATION OF AGREEMENT:** This Agreement is and will be a general intangible and not an instrument (as those terms are used in the Uniform Commercial Code) for all purposes. Any electronic signature or electronic record may be used in the formation of this Agreement, and the signatures of the insured and agent and the record of this Agreement may be in electronic form (as those terms are used in the Uniform Electronic Transactions Act). A photocopy, a facsimile or other paper or electronic record of this Agreement shall have the same legal effect as a manually signed copy. **16. REPRESENTATIONS AND WARRANTIES:** The insured represents that (a) the insured is not insolvent or presently the subject of any insolvency proceeding (or if the insured is a debtor of bankruptcy, the bankruptcy court has authorized this transaction), (b) if the insured is not an individual, that the signatory is authorized to sign this Agreement on behalf of the insured, (c) all parties responsible for payment of the premium are named and have signed this Agreement, and (d) there is no term or provision in any of the scheduled policies that would require Lender to notify or get the consent of any third party to effect cancellation of any such policy. **17. ADDITIONAL PREMIUM FINANCING:** Insured authorizes Lender to make additional advances under this premium finance agreement at the request of either the Insured or the Insured's agent with the Insured's express authorization, and subject to the approval of Lender, for any additional premium on any policy listed in the Schedule of Policies due to changes in the insurable risk. If Lender consents to the request for an additional advance, Lender will send Insured a revised payment amount ("Revised Payment Amount"). Insured agrees to pay the Revised Payment Amount, which may include additional finance charges on the newly advanced amount, and acknowledges that Lender will maintain its security interest in the Policy with full authority to cancel all policies and receive all unearned premium if Insured fails to pay the Revised Payment Amount. **18. PRIVACY:** Our privacy policy may be found at <https://ipfs.com/Privacy>. **19. ENTIRE DOCUMENT / GOVERNING LAW:** This document is the entire Agreement between Lender and the insured and can only be changed in writing and signed by both parties except that the insured authorizes Lender to insert or correct on this Agreement, if omitted or incorrect, the insurer's name and the policy number(s). Lender is also authorized to correct patent errors and omissions in this Agreement. In the event that any provision of this Agreement is found to be illegal or unenforceable, it shall be deemed severed from the remaining provisions, which shall remain in full force and effect. The laws of the State of Texas will govern this Agreement. **20. AUTHORIZATION:** The insurance company(ies) and their agents, any intermediaries and the agent / broker named in this Agreement and their successors and assigns are hereby authorized and directed by insured to provide Lender with full and complete information regarding all financed insurance policy(ies), including without limitation the status and calculation of unearned premiums, and Lender is authorized and directed to provide such parties with full and complete information and documentation regarding the financing of such insurance policy(ies), including a copy of this Agreement and any related notices. **21. WAIVER OF SOVERIGN IMMUNITY:** The insured expressly waives any sovereign immunity available to the insured, and agrees to be subject to the laws as set forth in this Agreement (and the jurisdiction of federal and/or state courts) for all matters relating to the collection and enforcement of amounts owed under this Agreement and the security interest in the scheduled policies granted hereby.

AGENT/BROKER REPRESENTATIONS

The agent/broker executing this, and any future, agreements represents, warrants and agrees: (1) installment payments totaling \$0.00 and all applicable down payment(s) have been received from the insured in immediately available funds, (2) the insured has received a copy of this Agreement; if the agent/broker has signed this Agreement on the insured's behalf, the insured has expressly authorized the agent/broker to sign this Agreement on its behalf or, if the insured has signed, to the best of the undersigned's knowledge and belief such signature is genuine, (3) the policies are in full force and effect and the information in the Schedule of Policies including the premium amounts is correct, (4) no direct company bill, audit, or reporting form policies or policies subject to retrospective rating or to minimum earned premium are included, except as indicated, and the deposit of provisional premiums is not less than anticipated premiums to be earned for the full term of the policies, (5) the policies can be cancelled by the insured or Lender (or its successors and assigns) on 10 days notice and the unearned premiums will be computed on the standard short rate or pro rata table except as indicated, (6) there are no bankruptcy, receivership, or insolvency proceedings affecting the insured, (7) to hold Lender, its successors and assigns harmless against any loss or expense (including attorney fees) resulting from these representations or from errors, omissions or inaccuracies of agent/broker in preparing this Agreement, (8) to pay the down payment and any funding amounts received from Lender under this Agreement to the insurance company or general agent (less any commissions where applicable), (9) to hold in trust for Lender or its assigns any payments made or credited to the insured through or to agent/broker directly or indirectly, actually or constructively by the insurance companies and to pay the monies, as well as the unearned commissions to Lender or its assigns upon demand to satisfy the outstanding indebtedness of the insured, (10) all material information concerning the insured and the financed policies necessary for Lender to cancel such policies and receive the unearned premium has been disclosed to Lender, (11) no term or provision of any financed policy requires Lender to notify or get the consent of any third party to effect cancellation of such policy, and (12) to promptly notify Lender in writing if any information on this Agreement becomes inaccurate.

AGENT

(Name & Place of business)

SOUTHERN QUALITY INSURANCE GROUP

1400 RAVELLO DRIVE, SUITE N150

KATY,TX 77450

(281)647-6904 FAX:

INSURED

(Name & Residence or business)

Dongtai Investment Group LLC

9090 Southwest Freeway

Houston, TX 77074

(281)910-5856

Account #: _____		SCHEDULE OF POLICIES (continued)			Quote Number: 12310551	
POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY	INSURANCE COMPANY AND GENERAL AGENT	COVERAGE	MINIMUM EARNED PERCENT	POL TERM	PREMIUM
PENDING	05/30/2020	COLONY INSURANCE CO AMWINS ACCESS INS SVCS/THE WOODLAND	GENERAL LIABILITY	25.00%	12	20,039.00 Fee: 300.00 Tax: 1,016.95
				Broker Fee:		\$0.00
				TOTAL:		\$124,144.95



ENROLL IN RECURRING ACH ON IPFS.COM

In the near future, paper forms will no longer be used to enroll in Recurring ACH. In an effort to streamline the premium finance process, insureds will be asked to enroll in Recurring ACH after registering on ipfs.com. We will notify you when this change takes effect.

Coming
soon!

ipfs.com

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AUTOMATIC DEBIT AUTHORIZATION**Name & Address of Insured/Borrower:** Dongtai Investment Group LLC

9090 Southwest Freeway Houston, TX 77074

Telephone Number: (281)910-5856

Name & Address of Account Holder (If different from above):

Telephone Number: () -

eMail Address:

IPFS Use Only: Quote No.: 12310551**Debit Begins:** 06/30/2020**IPFS**

3522 THOMASVILLE RD
TALLAHASSEE, FL 32309
Phone: (855)891-2621
FAX: (800)808-8784

Please verify with your bank that the bank routing number for ACH transations is the same as listed on your check or deposit slip.

Bank Account Title(Name): _____ [☐] Checking or [☐] Savings

Financial Institution: _____ ABA #/Routing #: _____

Address (City, State, ZIP): _____ Acct No: _____

Number of Payments: 9 **Payment Amount:** \$9,654.75 **First Payment Due:** 06/30/2020**AGREEMENT**

I hereby authorize IPFS Corporation (IPFS) to initiate electronic debit entries to the account indicated on this form, from the financial institution identified above (BANK). I authorize BANK to honor the debit entries initiated by IPFS and debit the same to such account. This authority pertains to all financial obligations existing from time to time under the Premium Finance Agreement (PFA) I enter into with IPFS, including but not limited to scheduled payments and the cash down payment described in the PFA (or) revised payment amounts resulting from revisions to the PFA or otherwise, and applicable fees and charges.

The debits for scheduled payments will be in accordance with the schedule of payments disclosed in the PFA, with a debit occurring on the First Payment Due Date, and on the subsequent same day of each month (or per the PFA Schedule of payments if different) thereafter, until all scheduled payments have been made. **If the payment due date falls on a weekend of holiday, IPFS will debit the account on the following business day.** I understand that funds must be available in the account on the date the debit is made.

I understand and agree that each time the BANK rejects a debit entry for Non-Sufficient Funds (NSF) or Account Closed, my account with IPFS will be assessed the maximum NSF fee permitted by law not to exceed \$40.00. The NSF Fee may be electronically debited from my BANK account indicated on this form. I also understand and agree that IPFS may re-initiate a debit returned NSF up to two more times, and the re-initiated debit may occur on a date other than my regular payment due date.

I also understand and agree that this authorization is to remain in force until (1) IPFS receives from me a signed written notice of revocation, sent to the IPFS address set forth above by first class mail postage prepaid in such time and manner as to afford IPFS a reasonable opportunity to act on it; OR (2) I have received written notification from IPFS that this authorization and agreement is terminated for rejection of a debit entry due to NSF or Account Closed.

By: _____ Date _____
(Account Holder or Authorized Signatory of Account Holder)

Printed or Typed Name: _____ DBA _____

**ACH (Automated Clearing House)
GUIDELINES & PROCEDURES**

1. For an account to be set up on ACH, insured needs to sign an automatic debit authorization form.
 - 1a. If form is electronically signed, keep for your records only and do not mail to IPFS.
2. IPFS Needs at least two business days before the next payment due date. If authorization is received less than two business days before the next payment due date, insured has to send in a payment for that period and IPFS will initiate debit transactions the following installment due date.

****Send back to:**

IPFS Corporation
3522 THOMASVILLE RD TALLAHASSEE, FL 32309
Phone: (855)891-2621
FAX: (800)808-8784



ASSURED PARTNERS OF HOUSTON LLC DBA DBA
18050 SATURN LN STE 200
HOUSTON, TX 77058



August 26, 2020

DONGTAI INVESTMENT GROUP, LLC
9090 SOUTHWEST FWY
HOUSTON, TX 770741503

Policy Number: 99061156152019

Insured(s): DONGTAI INVESTMENT GROUP, LLC
Property Location: 9090 SOUTHWEST FWY
HOUSTON, TX 770741503

Flood Insurance Policy Packet

This packet includes:

- Your Flood Insurance Declarations Page
- A National Flood Insurance Program Summary of Coverage
- Claims Guidelines in Case of a Flood

If you would like to electronically view or print a copy of the Standard Flood Insurance Policy, visit <https://TheHartford.ManageFlood.com>. Your consent to this policy delivery option is assumed, unless you contact us to request a mailed or e-mailed copy of the policy.

If you would like a copy of the Standard Flood Insurance Policy e-mailed or mailed to you, please contact our customer service team at 877-625-8251 or thehartford@torrentcorp.com.

Important Information About The National Flood Insurance Program

Federal law requires insurance companies that participate in the National Flood Insurance Program to provide you with the enclosed Summary of Coverage. It's important to understand that the Summary of Coverage provides only a general overview of the coverage afforded under your policy. You will need to review your flood insurance policy, Declarations Page, and any applicable endorsements for a complete description of your coverage. The enclosed Declarations Page indicates the coverage you purchased, your policy limits and the amount of your deductible.

You will soon receive additional information about the National Flood Insurance Program. This information will include a Claims Handbook, a history of flood losses that have occurred on your property as contained in FEMA's data base, and an acknowledgement letter.

If you have any questions about your flood insurance policy, please contact your agent or your insurance company.

CLAIM GUIDELINES IN CASE OF A FLOOD

For the protection of you and your family, the following claim guidelines are provided by the National Flood Insurance Program (NFIP). If you are ever in doubt as to what action is needed, consult your insurance representative.

Insurance Agent: ASSUREDPARTNERS OF HOUSTON LLC DBA DBA

Agent's Phone Number: (281) 337-2516

- Notify us or your insurance agent, in writing, as soon as possible after the flood.
- Your claim will be assigned to an NFIP certified adjuster.
- Identify the claims adjuster assigned to your claim and contact him or her if you have not been contacted within 24 hours after you reported the claim to your insurance representative.
- As soon as possible, separate damaged property from undamaged property so that damage can be inspected and evaluated.
- To help the claims adjuster, take photographs of the outside of the premises showing the flooding and the damage and photographs of the inside of the premises showing the height of the water and the damaged property.
- Place all account books, financial records, receipts, and other loss verification material in a safe place for examination and evaluation by the claims adjuster.
- Work cooperatively with the claims adjuster to promptly determine and document all claim items. Be prepared to advise the claims adjuster of the cause and responsible party(ies) if the flooding resulted from other than natural cause.
- Make sure that the claims adjuster fully explains, and that you fully understand, all allowances and procedures for processing claim payments. This policy requires you to send us a signed and sworn-to, detailed proof of loss within 60 days after the loss.
- Any and all coverage problems and claim allowance restrictions must be communicated directly from the NFIP. Claims adjusters are not authorized to approve or deny claims; their job is to report to the NFIP on the elements of flood cause and damage.

At our option, we may accept an adjuster's report of the loss instead of your proof of loss. The adjuster's report will include information about your loss and the damages to your insured property.



THE
HARTFORD
ASSURED PARTNERS OF HOUSTON LLC DBA DBA
18050 SATURN LN STE 200
HOUSTON, TX 77058

Agency Phone: 99

NFIP Policy Number: 9906115615
Company Policy Number: 99061156152019
Agent: ASSURED PARTNERS OF HOUSTON LLC DBA DBA

Policy Term: 09/03/2020 12:01 AM through 09/03/2021 12:01 AM
Renewal Billing Payor: INSURED
To report a claim visit or call us at: <https://TheHartford.ManageFlood.com>
(800) 787-5677

RENEWAL FLOOD INSURANCE POLICY DECLARATIONS

STANDARD POLICY - GENERAL PROPERTY FORM

DELIVERY ADDRESS	INSURED NAME(S) AND MAILING ADDRESS
DONGTAI INVESTMENT GROUP, LLC 9090 SOUTHWEST FWY HOUSTON, TX 770741503	DONGTAI INVESTMENT GROUP, LLC 9090 SOUTHWEST FWY HOUSTON, TX 770741503

COMPANY MAILING ADDRESS	PROPERTY LOCATION
Hartford Insurance Company of the Midwest PO BOX 913385 DENVER, CO 80291-3385	9090 SOUTHWEST FWY HOUSTON, TX 770741503

Refer to www.fema.gov/cost-of-flood for more information about flood risk and policy rating.

DESCRIPTION: CROWNE PLAZA HOTEL

RATING INFORMATION

ORIGINAL NEW BUSINESS DATE: 09/03/2018
REINSTATEMENT DATE: N/A
BUILDING OCCUPANCY: OTHER NON-RESIDENTIAL
CONDOMINIUM INDICATOR: NOT A CONDO
NUMBER OF UNITS: N/A
PRIMARY RESIDENCE: NO
ADDITIONS/EXTENSIONS: N - NO ADDITIONS/EXTENSIONS
BUILDING TYPE: THREE OR MORE FLOORS
BASEMENT/ENCLOSURE/CRAWLSPACE TYPE: NO BASEMENT

DATE OF CONSTRUCTION: 05/01/1979
COMMUNITY NUMBER: 480296 0845 M REGULAR PROGRAM
COMMUNITY NAME: HOUSTON, CITY OF
CURRENT FLOOD ZONE: AE
GRANDFATHERED: NO
FLOOD RISK/RATED ZONE: AE
ELEVATION DIFFERENCE: -2
ELEVATED BUILDING TYPE: NON-ELEVATED

MORTGAGEE / ADDITIONAL INTEREST INFORMATION

FIRST MORTGAGEE: NEW ERA LIFE INSURANCE COMPANY
PO BOX 4884 HOUSTON, TX 772104884

LOAN NO: 20218

SECOND MORTGAGEE:

LOAN NO: N/A

ADDITIONAL INTEREST:

LOAN NO: N/A

DISASTER AGENCY:

CASE NO: N/A
DISASTER AGENCY:

PREMIUM CALCULATION —Pre-FIRM Elevation Rated

Prefirm Elevation Rated - SFR

	COVERAGE	DEDUCTIBLE	BASIC COVERAGE	BASIC RATE	ADD'L COVERAGE	ADD'L RATE	DED. DISCOUNT/SURCHARGE	PREMIUM
BUILDING	\$500,000	\$10,000	\$175,000	5.170	\$325,000	0.260	(\$1,830.00)	\$8,063.00
CONTENTS	\$25,000	\$10,000	\$25,000	3.250	\$0	0.120	(\$150.00)	\$663.00

Coverage limitations may apply. See your policy form for details.

ANNUAL SUBTOTAL:	\$8,726.00
INCREASED COST OF COMPLIANCE:	\$34.00
COMMUNITY RATING DISCOUNT: 25%	(\$2,190.00)
RESERVE FUND ASSESSMENT: 18.0%	\$1,183.00
PROBATION SURCHARGE:	\$0.00
ANNUAL PREMIUM:	\$7,753.00
HFIAA SURCHARGE:	\$250.00
FEDERAL POLICY SERVICE FEE:	\$50.00
TOTAL:	\$8,053.00

In witness whereof, we, as officers of the stock Company declared on the Declarations Page, have caused this policy to be executed and attested. If required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Douglas Elliot
Doug Elliot, President

Terence Shields
Terence Shields, Secretary

Zero Balance Due - This Is Not A Bill

This declarations page along with the Standard Flood Insurance Policy Form constitutes your flood insurance policy.

Policy issued by Hartford Insurance Company of the Midwest

Company NAIC: 37478



File: 16857929

Page 1 of 2



DocID: 134697776

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Online Banking

Ameristar Hospitality Group: Account Activity Transaction Details

Check number: 00000011549

Post date: 06/03/2019

Amount: -40,000.00

Type: Check

Description: Check

Merchant name: Check

Transaction category: Cash, Checks & Misc: Checks

AMERISTAR HOSPITALITY GROUP 2245 TEXAS DR SUITE 300 SUGAR LAND, TX 77478		Bank of America ACH NY 11000025	11549 06/01/2019 TX 17577
DATE <u>6/1/19</u>			
PAY TO THE ORDER OF <u>DONLTA INVESTMENT GROUP</u>		DOLLARS <u>\$40,000⁰⁰/₁₀₀</u>	
<u>Forty thousand dollars ⁰⁰/₁₀₀ cents</u>			
FOR <u>Team Refund</u>		<u>Philip S. Hobbs</u>	
		+6520*	



Online Banking

Ameristar Hospitality Group: Account Activity Transaction Details

Check number: 00000011396

Post date: 05/07/2019


Amount: -26,000.00

Type: Check

Description: Check

Merchant name: Check

Transaction category: Cash, Checks & Misc: Checks

		AMERISTAR HOSPITALITY MANAGEMENT LLC 8100 WESTHEIMER ROAD SUITE 200 HOUSTON, TX 77060		11396 30-21100 BK 1.0011	
PAY TO THE ORDER OF		DATE <u>5/7/19</u>			
<u>Dongta Investment Group</u>				<u>\$ 26,000.00</u>	
<u>Twenty Six thousand dollars ⁰⁰/₁₀₀ cents</u>				DOLLARS	
Bank of America					
FOR <u>Loan</u>		<u>[Signature]</u>			
				6520	



Online Banking

Ameristar Hospitality Group: Account Activity Transaction Details

Check number: 00000011553

Post date: 07/05/2019

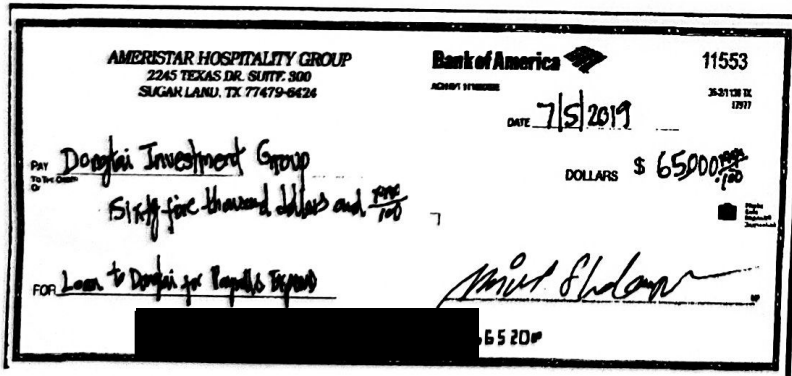
Amount: -65,000.00

Type: Check

Description: Check

Merchant name: Check

Transaction category: Cash, Checks & Misc: Checks





Online Banking

Ameristar Hospitality Group: Account Activity Transaction Details

Check number: 00000011553

Post date: 07/05/2019

Amount: -65,000.00

Type: Check

Description: Check

Merchant name: Check



Transaction category: Cash, Checks & Misc: Checks

AMERISTAR HOSPITALITY GROUP 2245 TEXAS DR. SUITE 300 SUGAR LAND, TX 77479-0424		Bank of America ACCOUNT NUMBER 11553	DATE 7/5/2019	383128 TX 1977
PAY TO THE ORDER OF <u>Donghai Investment Group</u>		DOLLARS \$ <u>65,000.00</u>		
<u>Sixty five thousand dollars and 00/100</u>				
FOR <u>Loan to Donghai for Payroll System</u>		<u>Maria Chelova</u>		
		6520		



Online Banking

Ameristar Hospitality Group: Account Activity Transaction Details

Check number: 00000011561

Post date: 07/26/2019

Amount: -40,000.00

Type: Check

Description: Check

Merchant name: Check

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Transaction category: Cash, Checks & Misc: Checks

AMERISTAR HOSPITALITY GROUP 2245 TEXAS DR. SUITE 300 SUGAR LAND, TX 77479-6424		Bank of America ACH NY 11560000	11561 ISSUED TX 19877
DATE <u>7/25/2019</u>			
PAY TO THE ORDER OF <u>Donghai Investment Group</u>	DOLLARS \$ <u>40,000</u> ^{00/100}		
<u>Forty thousand dollars and 00/100</u>			
FOR <u>Loan</u>	<u>Muhammad Sholayev</u>		
		6520*	



Online Banking

Ameristar Hospitality Group: Account Activity Transaction Details

Check number: 00000011561

Post date: 07/26/2019

Amount: -40,000.00

Type: Check

Description: Check

Merchant name: Check

Transaction category: Cash, Checks & Misc: Checks

AMERISTAR HOSPITALITY GROUP 2245 TEXAS DR. SUITE 300 SUGAR LAND, TX 77479-6424		Bank of America ACH PAY 11 1000000	11561 35-01128 TX 1997
DATE <u>7/25/2019</u>			
PAY TO THE ORDER OF <u>Donghai Investment Group</u>	DOLLARS \$ <u>40,000.00</u>		
<u>Forty thousand dollars and 00/100</u>			
FOR <u>Loan</u>	<u>Miguel Rodriguez</u>		
<u>[REDACTED]</u>		6520	

1017342
Dorothy Trout-Grey
Carmel, N.Y.

Checks

Date	Check #	Amount
09/05/19	11567	-150,000.00
Total checks		-\$150,000.00
Total # of checks		1

Service fees

The Monthly Fee on your Business Advantage Checking account was waived for the statement period ending 08/30/19. A check mark below indicates the requirement(s) you have met to qualify for the Monthly Fee waiver on the account.

- ☐ \$2,500+ in new net purchases on a linked Business credit card
- ☒ \$15,000+ average monthly balance in primary checking account
- ☐ \$35,000+ combined average monthly balance in linked business accounts
- ☐ active use of Bank of America Merchant Services
- ☐ active use of Payroll Services
- ☐ enrolled in Business Advantage Relationship Rewards

For information on how to open a new product, link an existing service to your account, or about Business Advantage Relationship Rewards please call 1.888.BUSINESS or visit bankofamerica.com/smallbusiness.

Daily ledger balances

Date	Balance (\$)
09/01	22,202.25
09/06	22,254.94
09/12	23,754.94

Date	Balance (\$)
09/13	23,804.24
09/17	19,004.24

Date	Balance (\$)
09/20	19,037.98
09/27	19,081.41



AMERISTAR HOSPITALITY MANAGEMENT LLC | Account # 5860 3614 6520 | September 1, 2019 to September 30, 2019

Check images

Account number: 5860 3614 6520

Check number: 11567 | Amount: \$150,000.00

AMERISTAR HOSPITALITY GROUP 2245 TEXAS DR. SUITE 300 IRVING, TEXAS 75039-4494		Bank of America 11567
DATE: 9/4/19		AMOUNT: \$150,000.00
PAY TO THE ORDER OF: DONG THAI INVESTMENT GROUP LLC.		AMOUNT: \$150,000.00
ONE HUNDRED FIFTY THOUSAND DOLLARS		
FOR DEPOSIT ONLY - TWO DEPOSIT		
MICHAEL S. SLOAN		

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Ameristar

Payroll Summary for Edgar Vasquez

Payroll Summary

Go

Range from 07/01/2020 to 10/30/2020 All Locations Edgar Vasquez

Update Report

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Trouble viewing or printing?

Date	Name	Net Amt	Hours	Taxes Withheld	Total Deductions	Total Pay	Employer Taxes	Total Cost	Check Num
10/05/2020	Edgar Vasquez	\$385.95	40.00	\$54.05	\$0.00	\$440.00	\$64.51	\$504.51	11646
10/05/2020	Edgar Vasquez	\$385.95	40.00	\$54.05	\$0.00	\$440.00	\$64.50	\$504.50	11636
09/21/2020	Edgar Vasquez	\$385.95	40.00	\$54.05	\$0.00	\$440.00	\$64.50	\$504.50	11633
09/12/2020	Edgar Vasquez	\$385.95	40.00	\$54.05	\$0.00	\$440.00	\$64.51	\$504.51	
09/07/2020	Edgar Vasquez	\$385.95	40.00	\$54.05	\$0.00	\$440.00	\$64.50	\$504.50	
	Totals	\$1,929.75	200.00	\$270.25	\$0.00	\$2,200.00	\$322.52	\$2,522.52	

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Checks in bold have been created but not approved.

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Ameristar

Payroll Summary for Maria Vargas

Payroll Summary Range from 07/01/2020 to 10/30/2020 All Locations [Printer-Friendly Version](#) [View in Excel](#)¹
[Trouble viewing or printing?](#)

Date	Name	Net Amt	Hours	Taxes Withheld	Total Deductions	Total Pay	Employer Taxes	Total Cost	Check Num
09/11/2020	Maria Vargas	\$129.29	14.00	\$10.71	\$0.00	\$140.00	\$20.52	\$160.52	
	Totals	\$129.29	14.00	\$10.71	\$0.00	\$140.00	\$20.52	\$160.52	

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Ameristar

Paycheck Details for Carlos C. Campos

Pay stub for period: 10/17/2020 - 10/23/2020

Ameristar
Ameristar Hospitality
Sugarland, TX 77478Check # 11650
Date: 10/23/2020

Net Pay: \$ 808.07

Carlos C Campos
4118 Southfield Ct
Houston, TX 77045

PAY	Hours	Rate	Current	YTD
Salary			925.00	6475.00

TAXES WITHHELD	Current	YTD
Federal Income Tax	46.17	323.19
Social Security	57.35	401.45
Medicare	13.41	93.89

SUMMARY	Current	YTD
Total Pay	925.00	6475.00
Deductions	0.00	0.00
Taxes	116.93	818.53
Net This Check	\$808.07	

EMPLOYER TAXES	Current	YTD
FUTA Employer	5.55	38.85
Social Security Employer	57.35	401.45
Medicare Employer	13.41	93.89
TX SUI Employer	58.37	408.57
TX Employment and Training Investment Assessment	0.92	6.48
Total	\$135.60	\$949.24

Print

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Ameristar

Payroll Summary for Carlos C. Campos

Payroll Summary Range from 07/01/2020 to 10/30/2020 All Locations [Printer-Friendly Version](#) [View in Excel¹](#)
Trouble viewing or printing?

Date	Name	Net Amt	Hours	Taxes Withheld	Total Deductions	Total Pay	Employer Taxes	Total Cost	Check Num
10/23/2020	Carlos C. Campos	\$808.07	40.00	\$116.93	\$0.00	\$925.00	\$135.60	\$1,060.60	11650
10/12/2020	Carlos C. Campos	\$808.06	40.00	\$116.94	\$0.00	\$925.00	\$135.61	\$1,060.61	11648
10/09/2020	Carlos C. Campos	\$808.07	40.00	\$116.93	\$0.00	\$925.00	\$135.60	\$1,060.60	
10/02/2020	Carlos C. Campos	\$808.07	40.00	\$116.93	\$0.00	\$925.00	\$135.61	\$1,060.61	11635
09/25/2020	Carlos C. Campos	\$808.07	40.00	\$116.93	\$0.00	\$925.00	\$135.60	\$1,060.60	11629
09/18/2020	Carlos C. Campos	\$808.06	40.00	\$116.94	\$0.00	\$925.00	\$135.61	\$1,060.61	11653
09/11/2020	Carlos C. Campos	\$808.07	40.00	\$116.93	\$0.00	\$925.00	\$135.61	\$1,060.61	
	Totals	\$5,656.47	280.00	\$818.53	\$0.00	\$6,475.00	\$949.24	\$7,424.24	

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Ameristar

Payroll Summary for Fredy Cerritos

Payroll Summary ▾

Go

Range choose one ▾

from 07/01/2020



to 10/30/2020



All Locations ▾

Fredy Cerritos ▾

Update Report

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Date	Name	Net Amt	Hours	Taxes Withheld	Total Deductions	Total Pay	Employer Taxes	Total Cost	Check Num
10/10/2020	Fredy Cerritos	\$369.40	40.00	\$30.60	\$0.00	\$400.00	\$58.64	\$458.64	113644
10/03/2020	Fredy Cerritos	\$369.40	40.00	\$30.60	\$0.00	\$400.00	\$58.64	\$458.64	11639
09/26/2020	Fredy Cerritos	\$221.64	24.00	\$18.36	\$0.00	\$240.00	\$35.18	\$275.18	11631
09/12/2020	Fredy Cerritos	\$508.85	56.00	\$51.15	\$0.00	\$560.00	\$82.10	\$642.10	
	Totals	\$1,469.29	160.00	\$130.71	\$0.00	\$1,600.00	\$234.56	\$1,834.56	

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Checks in bold have been created but not approved.

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Ameristar

Payroll Summary for Adalina E. HIP

Payroll Summary

Go

Update Report

Range choose one... from 07/01/2020 to 10/30/2020

All Locations

Adalina E. HIP

Printer-Friendly Version View in Excel¹
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Date	Name	Net Amt	Hours	Taxes Withheld	Total Deductions	Total Pay	Employer Taxes	Total Cost	Check Num
10/09/2020	Adalina E. HIP	\$369.40	40.00	\$30.60	\$0.00	\$400.00	\$58.64	\$458.64	
09/25/2020	Adalina E. HIP	\$369.40	40.00	\$30.60	\$0.00	\$400.00	\$58.64	\$458.64	
09/25/2020	Adalina E. HIP	\$442.97	48.00	\$37.03	\$0.00	\$480.00	\$70.37	\$550.37	11634
	Totals	\$1,181.77	128.00	\$98.23	\$0.00	\$1,280.00	\$187.65	\$1,467.65	

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Payroll Summary for Luis C. Hernandez

Payroll Summary ▾

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Range from 07/01/2020

to 10/30/2020

All Locations ▾

Luis C. Hernandez ▾

Update Report

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Date	Name	Net Amt	Hours	Taxes Withheld	Total Deductions	Total Pay	Employer Taxes	Total Cost	Check Num
10/10/2020	Luis C. Hernandez	\$221.64	24.00	\$18.36	\$0.00	\$240.00	\$35.19	\$275.19	11645
10/03/2020	Luis C. Hernandez	\$221.64	24.00	\$18.36	\$0.00	\$240.00	\$35.18	\$275.18	11635
09/26/2020	Luis C. Hernandez	\$295.52	32.00	\$24.48	\$0.00	\$320.00	\$46.92	\$366.92	11632
09/12/2020	Luis C. Hernandez	\$221.64	24.00	\$18.36	\$0.00	\$240.00	\$35.18	\$275.18	
	Totals	\$960.44	104.00	\$79.56	\$0.00	\$1,040.00	\$152.47	\$1,192.47	

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**EXHIBIT
B**

Dongtai Bank Statements for 2021			
Date	Check	Pay To	Amount
06.01.2021	3057	Michael Udayan	\$ 41,055.23
06.02.2021	3056	FMH Investment	\$ 376,419.00
06.22.2021	11098	FMH Investment	\$ 10,000.00
07.07.21	11102	FMH Investment	\$ 7,500.00
10.18.2021	11122	Michael Udayan	\$ 50,000.00
10.21.2021	11167	FMH Investment	\$ 107,081.00
10.29.2021	11109	Michael Udayan	\$ 150,000.00
10.29.2021	11110	FMH Investment	\$ 16,022.00
		Total	\$ 758,077.23

Check 3057 Amount \$41,055.23 Date 6/2/2021

DONGTAI INVESTMENT GROUP LLC
9090 SOUTHWEST FREEWAY
HOUSTON, TX 77074

DATE 5/29/21 003057

PAY TO THE ORDER OF Michael Udayan \$ 41,055.23
Forty one thousand and fifty five dollars DOLLARS

GOLDEN BANK
8215 Dallas Blvd., Houston, TX 77030

MEMO Court Appointed Reciever
Expens

734211 3057

Check 11122 Amount \$50,000.00 Date 10/18/2021

DONGTAI INVESTMENT GROUP LLC
DBA CROWNE PLAZA HOUSTON SUITES
9090 SOUTHWEST FREEWAY
HOUSTON, TX 77074
(713) 995-0123

GOLDEN BANK
2287 HIGHWAY 6
SUGARLAND, TX 77478

CHECK NUMBER 11122
DATE 10/18/2021

AMOUNT \$50,000.00

PAY TO THE ORDER OF: Court Appointed Reciever:
Michael Udayan
Fifty thousand Dollars Only

AUTHORIZED SIGNATURE

550011 101734211

Check 11109 Amount \$150,000.00 Date 10/29/2021

DONGTAI INVESTMENT GROUP LLC
DBA CROWNE PLAZA HOUSTON SUITES
9090 SOUTHWEST FREEWAY
HOUSTON, TX 77074
(713) 995-0123

GOLDEN BANK
2287 HIGHWAY 6
SUGARLAND, TX 77478

CHECK NUMBER 11109
DATE 10/29/2021



AMOUNT \$150,000

PAY TO THE ORDER OF: DONGTAI RECEIVER
MICHAEL S UDAPAN
ONE HUNDRED AND FIFTY THOUSAND DOLLARS 00/100

DONGTAI RECEIVER'S
SALARIES & WAGES

AUTHORIZED SIGNATURE


550011 101734211

DONGTAI INVESTMENT GROUP LLC 9090 SOUTHWEST FREEWAY HOUSTON, TX 77074		DATE <u>5/29/21</u>	003056
PAY TO THE ORDER OF <u>FMH INVESTMENT GROUP</u>		IS <u>376,419^{xx}/₁₀₀</u>	
Three hundred seventy six thousand four hundred ninety		xx DOLLARS	
 GOLDEN BANK <small>8318 Galleria Blvd., Houston, TX 77036</small>			
MEMO <u>Loan from FMH T</u>		<u>Paul Sholen</u>	
<u>Dongtai,</u>			
		7342 3056	

Check 0 Amount \$376,419.00 Date 6/2/2021

DONGTAI INVESTMENT GROUP LLC DBA CROWNE PLAZA HOUSTON SUITES 9090 SOUTHWEST FREEWAY HOUSTON, TX 77074 (713) 995-0123		GOLDEN BANK <small>2287 HIGHWAY 6 SUGARLAND, TX 77478</small>	11098 <small>35-1555 1130 103</small>
		DATE <u>6/22/21</u>	
		AMOUNT <u>\$10,000^{xx}/₁₀₀</u>	
PAY TO THE ORDER OF: <u>FMH INVESTMENT GROUP</u>			
<u>TEN THOUSAND DOLLARS & ^{xx}/₁₀₀ CENTS</u>			
<u>DONGTAI INVESTMENT COURT APPROVED</u> <u>LOAN REPAYMENT</u>		<u>Paul Sholen</u> <small>AUTHORIZED SIGNATURE</small>	
⑆011098⑆ 		7342	

Check 11098 Amount \$10,000.00 Date 6/23/2021

DONGTAI INVESTMENT GROUP LLC DBA CROWNE PLAZA HOUSTON SUITES 9090 SOUTHWEST FREEWAY HOUSTON, TX 77074 (713) 995-0123		GOLDEN BANK <small>2287 HIGHWAY 6 SUGARLAND, TX 77478</small>	11102 <small>35-1555 1130 103</small>
		DATE <u>7/7/21</u>	
		AMOUNT <u>\$7,500^{xx}/₁₀₀</u>	
PAY TO THE ORDER OF: <u>FMH INVESTMENT GROUP</u>			
<u>seven thousand five hundred dollars</u>			
<u>COURT APPROVED PAYMR</u>		<u>Paul Sholen</u> <small>AUTHORIZED SIGNATURE</small>	
⑆011102⑆ 		7342	

Check 11102 Amount \$7,500.00 Date 7/7/2021

DONGTAI INVESTMENT GROUP LLC DBA CROWNE PLAZA HOUSTON SUITES 9090 SOUTHWEST FREEWAY HOUSTON, TX 77074 (713) 995-0123		GOLDEN BANK 2287 HIGHWAY 6 SUGARLAND, TX 77478 CHECK NUMBER	11110 35-1550/1130 103
PAY TO THE ORDER OF: <i>FMH INVESTMENT GROUP</i> <i>Sixteen Thousand and Twenty two dollars $\frac{33}{100}$ cent</i>		AMOUNT <i>\$16,022 $\frac{33}{100}$</i>	DATE
<i>UTILITY DEPOSIT REFUND</i>		<i>[Signature]</i> AUTHORIZED SIGNATURE	10/29/2021
⑈000000⑈ [REDACTED]		⑈342⑈	

Check 11110 Amount \$16,022.00 Date 10/29/2021

DONGTAI INVESTMENT GROUP LLC DBA CROWNE PLAZA HOUSTON SUITES 9090 SOUTHWEST FREEWAY HOUSTON, TX 77074 (713) 995-0123		GOLDEN BANK 2287 HIGHWAY 6 SUGARLAND, TX 77478 CHECK NUMBER	11167 35-1550/1130 103
PAY TO THE ORDER OF: <i>FMH Investment Group</i> <i>One Hundred and Seven thousand,</i> <i>Eighty One Dollars Only</i>		AMOUNT <i>\$107,081.00</i>	DATE <i>10/21/2021</i>
<i>Loans from FMH group</i>		<i>[Signature]</i> AUTHORIZED SIGNATURE	
⑈000000⑈ [REDACTED]		⑈342⑈	

Check 11167 Amount \$107,081.00 Date 10/21/2021